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POL/6806

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF HUDSON

and



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CITY CLERK'S OFFICE
HUDSON, NEW YORK

**HUDSON POLICE, LOCAL 3979,
LAW ENFORCEMENT OFFICERS UNION, COUNCIL 82,
AFSCME, AFL-CIO**

For the Period

January 1, 2005 to December 31, 2008

RECEIVED

SEP 17 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

30 Employees

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AGREEMENT made and entered into this 7 day of Sept, 2007, between the CITY OF HUDSON, a municipal corporation existing under the laws of the State of New York, with principal place of business at City Hall, 520 Warren Street, Hudson, Columbia County, New York, 12534, hereinafter referred to as the EMPLOYER, and LOCAL 3979, COUNCIL 82, AFSCME, AFL-CIO, 427 Warren Street, Hudson, New York, 12534, hereinafter referred to as the UNION.

WITNESSETH:

WHEREAS, the parties desire to cooperate in establishing conditions in the Employer's Police Department (hereinafter the Department), which will secure to the members of the Association a living wage and establish a basic understanding as to the employment relations that may arise within the sphere of collective bargaining, and to peacefully settle all disputes that may properly arise under this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1

RECOGNITION

1.1 The City of Hudson (hereby the "Employer") recognizes Council 82 (hereby the "Union") as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours of work, and other conditions of employment, and the administration of grievances arising thereunder, for the term of this Agreement, for all full-time employees of the Police Department, up to and including full time Communications Specialists, and excluding the

ranks of Captain or higher, and, pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union unchallenged representation status in the above-described bargaining unit for the maximum period permitted by law, that which is outlined in Section 208 of the Taylor Law.

1.2 Use of City Court. The Employer agrees, in accordance with said recognition, to provide the Union with the use of the Hudson City Court Room located at 427 Warren Street, one day per month for the purpose of attending to its affairs, which date shall be the first Tuesday of each month, subject to change by either party, if necessary. Upon available space, the City will provide an office for the Union.

1.3 The term "Employee" or "Employees" shall not include those in part-time status.

ARTICLE 2

UNION RIGHTS

2.1 Payroll deduction of Union dues under the properly executed authorization of payroll deduction of Union dues forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period, and each pay period thereafter, from the pay of the employee.

2.2 The aggregate total of all such deductions, together with a list from whom dues have been deducted, shall be remitted to the designated financial officer of New York State Law Enforcement Officers Union, Council 82, AFSCME, AFL-CIO, the Hollis V. Chase Building, 63 Colvin Avenue, Albany, New York, 12206, on or before the tenth (10th) day of every month.

2.3 Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

2.4 The Union will indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by any reason of action taken or not taken by the City in reliance upon dues deduction authorization cards furnished by the employees and/or Union and agency fee deduction.

2.5 **Access to Premises.** The Employer agrees to permit representatives of the International Union, the Council and the Local Union to enter the premises of the Employer for the individual discussions of working conditions with the employees and to explain Council-sponsored insurance programs, provided such representatives do not interfere with the performance of duties assigned to this employee.

2.6 **Distribution of Agreement.** The Union shall provide copies of this Agreement made by the City in sufficient quantities so that each employee will receive a copy at no cost to the Union. In addition, a copy of this Agreement and a Union payroll deduction authorization form will be given to each employee as they are hired.

ARTICLE 3

HOURS & HOLIDAYS

3.1 **Lunch Periods.** All employees' work schedules shall provide for a one-half (½) hour lunch break for an eight (8) hour shift.

3.2 **Slot Schedule.** The departmental past-practice of rotating the days off and slots for Patrol Officers and Communications Specialists on their respective slots shall continue

during the term of this Agreement. Attached as Exhibit "A" is the slot schedule of all Patrol Officers and Communications Specialists of the Department as of January 1, 2002. Said rotating schedule will remain intact and exactly repeat itself every twenty-two (22) days, except as provided in Article 3, Section 3.3.

3.3 Notice of Schedule Change. The Police Commissioner and in his absence his designee shall notify each member of a prospective slot change on or before December 1st of each year of a change to be effective January 1st, except in the event of a circumstance which could not be anticipated by the Police Commissioner and in his absence his designee. An unexpected slot change after December 1st shall not affect that member's vacation or personal leave as previously selected. "Officers regularly assigned to the Detective Division, the Juvenile Aid Officer and the Lieutenants schedules may vary at the discretion of the immediate supervisors with the permission of the Police Chief or his designee." These Officers regularly assigned to the "back office", will be able to adjust their hours when they need to in order to accommodate cases or work load with their supervisor's approval. Overtime and Court time will still be in accordance with those articles.

3.4 Patrol Car Manning.

- (a) All shifts will be manned with one (1) patrol officer per vehicle provided there are at least three (3) officers assigned to patrol. When two (2) officers report for duty and are assigned to patrol the on-duty supervisor or in his absence, the senior officer of the shift shall decide officer deployment for the shift. This staffing shall not to include special details, i.e. football games, Schuyler Court, etc.
- (b) One January 1, 2002 at 12:01 a.m., a new schedule consisting of five (5) days on

with seventy-two (72) hours off will be utilized for patrol officers and communications specialists.

Work schedule known as 5/72 which indicates a work schedule as follows:

Beginning at five (5) days on 11P to 7A tour followed by seventy-two (72) hours off, followed by five (5) days on 7A to 3P tour followed by seventy-two hours off, followed by five (5) days on 3P to 11P tour followed by seventy-two (72) hours off and then repeating itself again.

3.4.1 K-9 Officers will not be utilized to alleviate a shift void or O.T. on the shift while they are working during the 3-11 tour or 11-7 tour. They are a separate unit assigned to the shift.

3.5 Court Time. All Police Officers/Communications Specialists subpoenaed to testify while not on duty shall be compensated at the overtime rate of pay with the minimum of two (2) hours pay per occasion. It shall be at the discretion of the Police Chief whether to assign Officers to overtime during the trial of a case and for the purpose of aiding the prosecution, in addition to actual testimony.

3.6 Paid Holidays. Police Officers and Communications Specialists shall be paid an extra day's compensation, whether worked or not, for the following mentioned holidays, and also for any holidays declared for other City employees:

New Year's Day	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	4 Hours Time for Good Friday

3.6.1 Officers and Communications Specialists shall be permitted to take off one (1) additional, regularly assigned workday in observance of Martin Luther King Day. Said day will be considered a “floating holiday” and must be taken within the calendar year, and it does not interfere with a personal leave day, which takes precedence, and the taking of said “MLK” Day does not create an overtime situation. The taking of any “floating holidays” must be with the written consent of the Police Chief and in his absence his designee.

3.7 Jury Duty. All Police Officers, to include Detectives/Juvenile Aid Officers, Lieutenants and Communication Specialists summoned to Jury Duty will be allowed time off with pay to appear for, and/or participate in Jury Duty. The City may change an employee’s work shift to accommodate said duty. If an employee is released from service prior to an eight hour total appearance, then the employee will report to the shift supervisor for duty for the remainder of the eight hours. Anyone called to jury duty must provide the Police Commissioner and in his absence his designee with a copy of the summons and/or proof of service.

3.8 Veterans. The terms of Section 63 of the Public Officers Law shall apply to this Agreement.

ARTICLE 4

4.1 Switching of regular days off. Switching out of ranks or positions is not allowed (eg. Lieutenant for Sergeant, or Sergeant for Officer, Officer for Communications Specialist etc...).

- (a) **Shift for Shift:** When switching shift for shift, the Officers involved in the switch must work the other Officer’s scheduled tour of duty (shift). Switching

with another Officer who is on vacation, in school, off due to injury, on military leave, leave of absence or for any other prolonged period of time will not be allowed. This shall also apply to full-time Communications Specialists.

(b) **Day for Day:** Police Officers and Communications Specialists will be allowed to swap their regularly scheduled days off during the same work week on their respective shifts. Police Officers and Communications Specialists shall notify their Shift Supervisor of the respective swap at least twenty-four (24) hours prior to the shift change. However, day-for-day swaps will not be allowed unless three (3) other officers are scheduled to work the day of the affected patrol shift. A Police Officer will not be allowed to switch his/her RDO's into a Thursday, Friday or Saturday night on "C" Line and "A" Line. Communications Specialists will be allowed to switch into those shifts providing shifts providing adequate coverage by a Communications Specialist is scheduled. All switches are to be recorded on official forms.

(i) **Shift Sergeants:** Shift Sergeants will not be allowed to switch their regularly scheduled days off during any work week unless they are working the same day, same shift and occupy positions #1 and #5 of the Duty Chart. Those Sergeants working the same day, same shift and occupying positions #1 and #5 may only engage in an RDO swap provided one of them remains working the affected shift. Under no circumstances will they both (Sergeant's position #1 and #5) be allowed to engage in an RDO swap on the same day, same shift or at the same time.

- (c) Officers may voluntarily switch days off to avoid an overtime situation on the Officer's shift. Such Officer will be compensated one-half day's pay for making such switch.
- (d) If either employee involved in a switch fails to work the switched shift, that employee will not be allowed to swap for a minimum of thirty (30) days to a maximum of one (1) year.

ARTICLE 5

LEAVES

5.1 Vacation Allowance. The Employer agrees to give vacations with pay to all of its employees who qualify for the purpose of rest and recreation, as follows:

Full Time Police Officers

<u>Years of Service</u>	<u>Vacation Allowance</u>
After 1 year	Two weeks
After 2 years	Three weeks
After 5 years	Four weeks
After 10 years	Five weeks

Full Time Communications Specialists

<u>Years of Service</u>	<u>Vacation Allowance</u>
After 1 year	Two weeks
After 4 years	Three weeks
After 9 years	Four weeks

5.2 Selection Procedure. Requests for vacation leave annually shall be submitted in advance to the Police Chief, and seniority for the selection of vacation weeks for members on each shift will prevail. Selection will start as soon as possible in January of each year.

5.2.1 All vacation requests submitted after March 15th of each year shall be granted by the Police Chief on a first-come/first-serve basis. All vacation requests must be submitted in writing five (5) days prior to vacation. The Police Chief may waive such notice at his discretion. If a member has scheduled or taken all but one (1) week of vacation, that last week may be taken on a day-to-day basis, with no less than twenty-four (24) hours notice being given to the Police Chief in writing by the member. An Officer will not be allowed to take a vacation day if there already is an Officer on vacation. At no time will an Officer be allowed to "carry over" ANY VACATION time from one year to the next, unless there are extenuating circumstances and mutual agreement by the Union and Management.

5.3 Vacation Base. Vacation time shall be considered earned upon completion of the years as outlined in Article 5.1, and a member who leaves the employment of the Employer for any reason whatsoever shall be entitled to all unused vacation prorated for the year of termination.

5.4 Personal Leave Days. All full time employees are to have, and are allowed, five (5) personal leave days during the year in addition to the vacation period above mentioned. Newly hired employees will have pro-rated personal leave days. Newly hired employees shall receive one (1) personal leave day for every ten (10) weeks of service up to a maximum of five (5) days total. All employees will get five (5) personal leave days on January 1st of each year, if eligible.

5.5 Notice for Personal Leave. All requests for personal leave must be made in writing at least forty-eight (48) hours before the day of requested leave, except in cases of emergency. The Police Chief may waive the notice requirement at his discretion.

5.6 Staffing Requirements. No more than one (1) Officer from the same shift may take a personal leave day on the same day without permission from the Police Chief.

5.7 Payment to Estate. In case of the death of an employee before using all vacation pay for that year, the estate of the deceased employee shall receive all vacation compensation due the deceased employee. Unused P.L. days will be paid to the estate also upon death of an employee.

5.8 Vacation Buy-Back Program. Any employee may sell back vacation time to the Employer upon the following terms:

- (a) the employee must have scheduled or taken at least ten (10) days of vacation during the year;
- (b) the employee may not sell more than ten (10) vacation leave days per year; and
- (c) the employee notifies the Employer before July 1st of the employee's intention to sell vacation leave time at the employee's salary rate to be paid on the first pay

date in December.

5.9 Bereavement Leave. Full-time employees will be given four (4) days off with pay for death in the immediate family, not to include the employee's regular assigned days off if they should fall within the bereavement period. For the death of other relatives, twenty-four (24) hours leave shall be granted to attend the funeral or service only, and it is specifically agreed that such twenty-four (24) hours will only be granted if the funeral or service is attended.

5.9.1 "Immediate family" shall consist of the father, mother, and/or grandparent of either the employee or the employee's spouse; "immediate family" shall also refer to the sister, brother, wife, child, mother-in-law, father-in-law, son-in law, daughter-in-law, grandchild, brother-in-law or sister-in-law of the employee.

ARTICLE 6

LEGISLATION AND SAFETY CONDITIONS

6.1 Legislation Advantages. Nothing in this Agreement shall interfere with the members receiving more advantageous benefits of any state, federal or city legislation than exists or may be enacted during the life of this Agreement.

6.2 Safety and Health. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union reserves the right to take up such matters with the Employer as provided for under collective bargaining provisions of this Agreement.

ARTICLE 7

WAGES

7.1 Weekly Pay. Wages shall be paid every two (2) weeks and shall be based on eighty (80) hours of work. A full-time employee's hourly rate of pay shall be the sum of his base plus any increments, divided by 2080 hours.

7.2 Salary Schedule. Effective on the dates indicated, the base pay of Police Officers shall be according to the following schedule:

<u>Years of Service</u>	<u>% of Top Patrolmen Grade</u>
Cadet	75
First Year	85
Second Year	90
Third Year	95
Fourth & Beyond	100
Sergeants	112.8
Lieutenants	125

7.3 Longevity. All-full time Officers of the Department shall receive an increase in pay for completion of the following years of service to be applied to the base salary as shown below:

(1) After five years	\$1,000.00
(2) After ten years	\$1,500.00
(3) After fifteen years	\$ 500.00
(4) After seventeen years	\$1,000.00

Communications Specialists:

(1) After 5 years	\$1,000.00
(2) After 10 years	\$ 750.00
(3) After 15 Years	\$1,000.00
(4) After 20 Years	\$1,500.00

7.4 Years of Service. Years of service of all members prior to this Agreement will be credited for time in service adjustment in salaries.

7.5 Salary Schedule. Effective on the dates indicated, the base pay of newly hired Police Officers and Communications Specialists shall be according to the following schedule:

Police Officers		4.0%	4.0%	4.0%	4.0%
Years of Service	1/1/2004	1/1/2005	1/1/2006	1/1/2007	1/1/2008
Cadet	\$31,599.24	\$32,863.21	\$34,177.74	\$35,544.85	\$36,966.64
First Year	\$35,811.84	\$37,244.31	\$38,734.09	\$40,283.45	\$41,894.79
Second Year	\$37,918.39	\$39,435.13	\$41,012.53	\$42,653.03	\$44,359.15
Third Year	\$40,364.29	\$41,978.86	\$43,658.02	\$45,404.34	\$47,220.51
Fourth & Beyond	\$42,131.77	\$43,817.04	\$45,569.72	\$47,392.51	\$49,288.21
Sergeants	\$47,524.29	\$49,425.26	\$51,402.27	\$53,458.36	\$55,596.70
Lieutenants	\$53,296.68	\$55,428.55	\$57,645.69	\$59,951.52	\$62,349.58

7.5.1 Additional \$800.00 retirement option each year (MOA attached)

Effective January 1, 2005:	4.0%
Effective January 1, 2006:	4.0%
Effective January 1, 2007:	4.0%
Effective January 1, 2008:	4.0%

7.5.2 Communications Specialists

Years of Service	1/1/2004	4.0% 1/1/2005	4.0% 1/1/2006	4.0% 1/1/2007	4.0% 1/1/2008
First Year	\$24,837.68	\$25,831.19	\$26,864.43	\$27,939.01	\$29,056.57
Second Year	\$26,146.77	\$27,192.64	\$28,280.35	\$29,411.56	\$30,588.02
Third Year	\$27,140.06	\$28,225.66	\$29,354.69	\$30,528.88	\$31,750.03
Fourth Year	\$28,292.89	\$29,424.61	\$30,601.59	\$31,825.65	\$33,098.68

7.6.1 Overtime Pay. All work performed outside of the regular assigned working hours of a full-time Police Officer or Communications Specialists will be paid at the overtime rate of time and one-half (1-1/2) of the regular base rate of compensation, except any ordered overtime which will be paid at the double time base pay rate. Ordered overtime is anytime a Patrol Division is staffed by less than two (2) officers or less than one full-time Communications Specialist and the shortage is filled by ordering an officer or Communications Specialist who is not scheduled to be on duty, to either remain on duty or to report for duty. Overtime pay shall be included in the next regular pay check, if the overtime is worked within the first week of that pay period. Overtime worked in the second week of the pay period will be paid in the next following pay check. At no time will overtime be compensated in time off except as hereinafter set forth. In the event a Police Officer is called out or called back for any overtime, the Police Officer or Communications Specialist will be compensated a minimum of two (2) hours pay. Officers working a scheduled fixed shift may choose compensatory time for the overtime to be calculated at 1.5 hours for each hour of overtime worked which may be accumulated to forty (40) hours.

7.6.2 **Pre-Shift Briefings.** On January 1, 2003, in recognition of the fact that employees are generally required to assemble for briefing for ten minutes prior to the commencement of their tours of duty, each employee, will receive ten minutes O.T. per day at their appropriate O.T. rate.

ARTICLE 8

UNION LEAVE

8.1 **Convention Conference.** The Union President or a designated official shall be allowed up to three (3) days off for the Convention Conference.

8.2 **Committee Meetings.** Up to three (3) Union members and the President shall be allowed time off for Labor/Management Committee meetings.

8.3 **Business.** The Union President, or his designee, shall be allowed time off to attend a regularly scheduled Union meeting of AFSCME Council 82 up to a maximum of fourteen (14) days per year. An additional four (4) days shall be allowed per calendar year for the transaction of miscellaneous Union business.

8.4 **Scheduled Work Days.** These leave provisions apply only to an elected Officer's regularly scheduled work days. No additional leave time will be allowed if the meeting, or any portion of it, falls outside of a regularly scheduled work shift.

ARTICLE 9

PENSION AND WELFARE

9.1 Present Agreements. All agreements between Employer and Union now in effect shall remain in effect during the duration of this Agreement.

9.1.1 This Agreement shall remain in effect for the specified time and shall remain in effect until a new agreement can be negotiated.

9.2 New Legislation. Any new legislation passed by the Employer improving the Statewide Health Insurance Plan now in effect for all City employees will automatically become a part of this Agreement.

9.3 Pension Benefits. In accordance with a resolution of the Hudson Common Council on September 24, 1969, pursuant to provisions of Section 375-b, Article 8, of the Retirement and Social Security Law establishing a non-contributory retirement plan and death benefits, duly approved on September 25, 1969, the members' contributions in the employ of the Employer herein are suspended as of October 10, 1969. In accordance with a resolution of the Hudson Common Council on September 2, 1977, the provisions of Section 375-I were made applicable to the Department, the provisions of such resolution are made a part of this Agreement.

9.3.1 Pension benefits include provision of the NYS Retirement System, which permits a member of the Union to retire on the basis of his last twelve (12) months salary.

9.3.2 Effective May 1, 1987, the pension benefits include a non-contributory retirement plan for members whereby they can elect to retire after twenty (20) years of service pursuant to the provisions of Section 384-d of the Retirement & Social Security Law (Section 384-d of the

Retirement Law of the State of New York), which is provided by Section 384-e.

9.3.3 Effective January 1, 2002 the City will implement Section 384-e of the Retirement Law for all police titles.

9.4 Hospitalization. The Employer agrees to pay all hospitalization premiums on all insurance provided by the Employer covering all Union members hired before May 1, 1989, and further agrees to pay 100% of the premiums on all family insurance coverage for said employees.

9.5 New Employees. Any member hired after May 1, 1989, will pay 10% of the cost of the individual coverage option or 25% of the cost of the family coverage option, as the case may be, of the basic health insurance plan offered by the Employer and chosen by the employee.

9.5.1 If an employee hired after May 1, 1989, chooses the "HMO" health coverage option (a choice of CDPHP in Hudson or Kingston), then the contributions described above for the health insurance plan will not apply and the Employer will pay all premiums in full for both individual and family plans.

9.5.2 Any employee hired after January 1, 2000 will pay 10% of the cost of the individual coverage option or 25% of the cost of the family coverage option for basic health insurance and HMOs.

9.6 Dental and Vision Care. The Employer agrees to pay the premiums in full on all basic Dental and Vision care plans. The Union, or the Employer, may substitute a comparable or better plan with notice to the other party ninety (90) days prior to accepting coverage of the new plan by mutual agreement.

9.6.1 On January 1, 2000 the City will adopt Designer Vision Care Plan Benefit Design. This plan will be facilitated by City of Hudson with the utilization of voucher system. (See

Appendix B.)

9.6.2 On January 1, 2000 the City will adopt the G.H. I. Preferred dental plan option three (3). (See Appendix B.)

9.7 Additional Compensation. Any employee or retiree may choose not to be enrolled in the Employer's health insurance benefit program. Such employee or retirees shall be additionally compensated during the period of such non-enrollment with a payment representing 75% of the cost to the Employer of the most expensive individual health insurance plan offered by the Employer to its employees.

9.8 Change of Carrier. The Employer has the right to change health, dental or vision insurance carriers so long as the new carrier provides substantially equivalent benefits to the current plan or better. The Employer will provide the Union ninety (90) days' notice of its intent to change carriers, plus a complete description of the benefit plan. The Employer will remain available at all times to discuss the implementation of any new plan with the Union. The Union shall have the right within thirty (30) days of receipt of the Employer's notice of intent to change carriers to file for arbitration pursuant to Article 26 of this contract on the issue of whether the proposed plan will provide substantially equivalent benefits.

9.9 Health Insurance for Survivors. The Employer agrees to pay for the surviving spouse and any dependent children all health insurance which had been in effect for any employee who dies while employed by the Employer. This coverage will continue until the surviving spouse remarries. Dependent insurance shall continue until dependent children reach age 21 (23 if a full-time student) or dependents cease to live with surviving spouse. The Employer will continue the past practice of paying for the health insurance benefits of retired

requirements. The Officer will reimburse the Employer in a pro-rated amount for each year less than three (3) that Officer is not employed by the Employer for amount paid to the Officer, in addition to amount paid to the Officer under Article 10.1, to be receipted by officer or to be purchased directly by the City.

10.4 New Communications Specialists. Hired after May 1, 1995, full-time Communications Specialists will receive three hundred dollars (\$300.00) to purchase uniforms for their first year of employment, and then be entitled to upkeep as stated in Article 10.1 above. The Communications Specialist will reimburse the Employer in a prorated amount for each year less than one (1) that the Communications Specialist is not employed by the Employer for the amount paid to the Communications Specialist. In addition, all clothes provided to the Communications Specialist shall be returned.

10.5 When (and if) a change in uniform is undertaken, the City will pay to each employee affected by the change, a one time lump sum of \$50. This amount will not be added to the current clothing allowance.

ARTICLE 11

DEFENSE AND INDEMNIFICATION

11.1 Indemnification for General Damages. The Employer hereby indemnifies and shall provide insurance coverage, if available, for employees acting within the scope of their authority and in the proper performance of their duties, protecting them from legal actions against them, which shall include, but not be limited to, civil suits, false arrest suits, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right of privacy,

wrongful entry or eviction or other invasion of civil rights, and which shall cover compensatory damages on both the state and federal level.

11.2 Indemnification for Punitive Damages. The Employer adopts the provisions of Section 50-j(6) of the General Municipal Law to cover claims against Police Officers for punitive damages which arose on or after May 1, 1988.

11.3 Exception of Willful or Intentional Misconduct by the Employee. The City will adopt an indemnification clause proposed by the Union (with amendments requested by the City) and the City shall adopt a local law pursuant to the current contract language. [50-j 6 GML].

ARTICLE 12

EQUIPMENT

12.1 Patrol Vehicles. All patrol vehicles will be purchased through the state bid process and all patrol vehicles shall contain the "police package" offered through this process. All patrol vehicles shall be properly maintained and inspected in accordance with the Vehicle & Traffic Law of the State of New York. Patrol vehicles will also be equipped with a full length prisoner containment barrier, to be installed and maintained as new marked units enter service. Department will also provide a rechargeable flashlight and batteries for each patrol vehicle.

12.2 Bullet Resistant Vests. The Police Department shall provide, at no cost to the Officers, bullet resistant vests and covers. They will also replace the vests as needed or recommended by the manufacturer.

12.3 Weapons, Ammunition, Leather. The Department shall provide each Officer with a duty weapon (semi-automatic), security holster, three (3) magazines for duty weapons, and magazine holders. The Police Department shall also provide any other self-defense type item they deem necessary, along with the device to safely carry said item on the officers' duty belt. Weapons and ammunition shall be returned to the police department when the officer leaves service.

12.4 Mileage. Employees shall be compensated at the mileage rate set by the State of New York Department of Taxation and Finance upon those occasions when the Police Chief authorizes the use of the employee's privately owned vehicle for departmental business.

ARTICLE 13

SICK LEAVE

13.1 Leave Due to Illness. Sick leave shall be granted at the rate of one and one-half (1-1/2) days per month, eighteen (18) days per year, to each full-time employee. Sick leave may be accumulated in an unlimited amount for the purpose of sick leave only. Full-time employees absent from work as a result of sick leave for three (3) consecutive working days shall provide a doctor's note to the Employer, concerning the nature of the illness and the prognosis for return to duty. The prognosis must include a time certain for return to duty or for return for medical re-examination by the treating or other physician. No additional requirements to establish sick leave may be imposed without further negotiation and Time & Attendance Guidelines, as outlined in Appendix "A".

13.2 Terminal Leave. Terminal leave pay shall be granted to any employee upon his retirement. The terminal leave pay shall be 50% of their unused accumulated sick leave up to 300 days at the time of the employee's retirement date. Terminal leave shall be paid by separate check on the employee's last day of duty. If an employee who has twenty (20) or more years of service dies, the terminal leave shall be paid to his estate. If an employee dies in the line of duty, no matter the length of time in service, the Terminal Leave section would apply and the surviving spouse or children would receive said monies.

13.2.1 If an employee decides to leave (resign) employment after five (5) years of service, said employee will be paid twenty-five percent (25%) of his accumulated sick leave.

13.3 Use of Sick Time Upon Retirement.

A. Any City employee who has filed for and been approved for retirement from the City may in the last six months of his employment with the City apply for permission to use the balance of his sick time during the remainder of his term of employment.

B. The use of sick time in this manner and the duration of the use of the sick leave in this manner shall be subject to the approval of the Police Commissioner and in his absence his designee for which the employee works, who shall have the sole authority to approve the request, based on the anticipated labor needs and budget of the unit.

C. Those employees who have been approved for the use of sick leave in this manner shall not accrue any additional sick time, vacation time, personal leave benefits and pay increases during the time he is on approved sick leave.

D. Nothing under this program shall be construed as allowing the use of sick time in any other manner except for an actual illness or other appropriate reason for sick time use.

13.4 Sick leave Incentive. A Police Officer or Communications Specialist who has accrued in excess of 205 days of sick leave, may annually sell back to the City ten days of sick time at the rate of 50% of the employee's present wage. An employee opting to sell back under this provision must exercise the option by June 15; the amount sold back will be payable the first pay period in July of that same year.

ARTICLE 14

POLYGRAPH OR LIE DETECTOR TEST

14.1 Test not required. No employee shall be subjected to any polygraph or other scientific or electronic type of tests that purports to determine truthfulness.

ARTICLE 15

DEPARTMENTAL REQUIREMENTS

15.1 Calling of Meetings. The Police Commissioner and in his absence his designee may call two departmental meetings within the contract year and all members of the Department shall attend without compensation, provided:

- (a) there is one (1) week prior written notice of said meeting provided to each member;
- (b) the meeting shall not be for a period in excess of one (1) hour, shall be held during the hours of 8:00 a.m. to 4:00 p.m., members of the Department who are on sick leave, personal leave, or vacation leave at the time of the meeting are excused, and Employer may grant excuses for other good cause shown;

(c) Officers absent without excuse shall be fined not more than one (1) day's pay.

15.2 Firearms Qualification. Each Police Officer of the Department will qualify at the shooting range once a year. This qualification shall consist of a basic day course. In addition to the basic day course qualification, members of the Department may be required to attend up to two (2) training courses each year. Ammunition for qualification and training courses will be provided by the Employer.

15.2.1 Members will attend training courses and qualification courses during their regularly scheduled working hours and the Range Officer shall make arrangements as are necessary to accomplish this. Members will be given two (2) weeks' notice of scheduled training or qualification courses.

15.2.2 Should the Range Officer not be able to schedule the training or qualification courses during a member's regularly scheduled working hours, then the member shall be paid his overtime rate for such training or qualification course.

15.2.3 Members on sick leave, personal leave or vacation shall not be recalled to duty to attend training or qualification courses.

ARTICLE 16

LABOR/MANAGEMENT COMMITTEE

16.1 Composition of Committee. The Employer and the Union agree to continue a Labor/Management Committee for the purpose of facilitating communication between the Employer and the Union. The Committee shall be comprised of the Chairman of the Hudson Common Council Police Committee, the Mayor, the Police Commissioner and in his absence his

designee the Police Chief, the President of the Local Union, and the Union's elected Board of Officers.

16.2 Meetings of Committee. The Labor/Management Committee shall meet two times per year, and more upon the mutual agreement of each party. The meetings will be at a time and place to be agreed upon, and shall serve in an advisory capacity only. Either the Employer or the Union may convene the Committee upon three (3) days written notice.

16.3 Notice of Proposed Changes. The Employer agrees not to modify any of the rules or regulations of the Department or add new rules without first discussing same with the Labor/Management Committee and shall notify the Union of such proposed changes in advance.

16.4 Scope. The parties agree that the Labor/Management Committee shall consider all matters concerning safety issues, training, equipment, management/labor relations, working conditions, the impact of proposed rules and/or regulation changes or additions, working conditions of the membership of the Union, and the effective operation of the Department. The following has been referred to further negotiations at the Labor/Management Committee level: Drug Testing, EAP and Community Police. Decisions of the Labor/Management Committee shall be advisory only, but the parties agree to make every reasonable effort to facilitate the purpose of this Committee for the benefit of the people of the City of Hudson and the Union.

ARTICLE 17

LEGISLATIVE ACTION

17.1 Notice Pursuant to Civil Service Law Section 204-a. It is agreed by and between the Employer and the Union that any provision of this Agreement requiring legislative

action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 18

SENIORITY

18.1 Definitions. An employee will be granted full contract seniority for any period of service during which the employee was regularly scheduled to work forty (40) hours per week on a continuous basis, even though the employee was categorized as provisional, temporary, or part-time (as in the case of Communications Specialists) during that period. Should an employee working under the above conditions ever be hired on a full-time basis, then his seniority accrued for full-time shall be applied. Should an employee accumulate seniority under the above provision and said employee's employment status under the above provision is terminated, said employee shall retain his or her accumulated seniority, providing he or she returns to an employment status of the same or equivalent category within one (1) year of the termination.

18.2 Probationary Period. All new employee's probationary period shall commence upon his permanent date of hire and shall be fifty-two (52) weeks in duration. The probationary period shall include all mandatory training periods. "Lateral Transfers" may be subject to a 26-week probationary period.

18.2.1 Given the importance of the probationary period in the selection process, the Employer recognizes the value of periodic evaluations throughout the probationary period in order to give prospective permanent employees an opportunity to correct deficiencies which might lead to termination. Evaluations will be given on a quarterly basis.

18.3 Seniority List. Every January 31st, the Employer shall post on the Union bulletin board a seniority list showing the continuous service of each employee since his permanent date of hire. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the Unit entitled to seniority.

18.4 Loss of Seniority. An employee shall lose his seniority for the following reasons:

- (a) he or she resigns. However, the seniority accrued by the employee on and up to the date the employee resigns will be reinstated to the employee if the employee is reinstated within one (1) year from the date he resigns;
- (b) he or she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
- (c) failure to return to work when recalled from layoff

18.5 Seniority Accrual. An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid approved leave of absence, except as may otherwise be limited elsewhere in this Agreement.

18.6 Calling Out for Overtime/Seniority.

18.6.1 An Officer (Officer means all police officers to include detectives, lieutenants, detective sergeants and JAO) called out for regular overtime will be called out according to the seniority of Officers assigned to that shift. Police Officers on personal leave are not eligible and may not be ordered out, and Police Officers on vacation leave are not eligible and may not be ordered out, except as hereinafter provided in Article 18.6.3. If a Police Officer is not available

from that shift, then the senior most Police Officer from the Department will be called out, and so on, accordingly down the seniority list. This rule will not apply to emergency situations or special investigative assignments which are designated by the Police Chief or a Superior Officer. (An emergency is an unexpected event requiring immediate police intervention above normal shift staffing in order to protect public safety.)

18.6.2 A Communications Specialist called out for regular overtime will be called out according to the seniority of the Specialists. Communications Specialists on personal leave are not eligible and may not be ordered out, and Communications Specialists on vacation leave are not eligible and may not be ordered out, except as hereinafter provided in Article 18.6.3.

18.6.3 An Officer or a Communications Specialist on vacation leave shall be eligible for voluntary overtime as follows: (1) the Officer or Specialist has already used ten (10) days of vacation during that year; (2) the Officer or Specialist may only work two (2) days of overtime during any week or vacation.

ARTICLE 19

WORK FORCE CHANGES

19.1 **Temporary Job Openings.** Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or leave of absence, or for any other reason. Job openings that re-occur on a regular basis shall not be considered temporary job openings.

19.1.1 Employees assigned to temporary job openings shall be paid the wage rate established for that job. Temporary shall be defined as a vacancy for twenty-eight (28)

consecutive calendar days and then be retroactive to day 1.

ARTICLE 20

UNPAID LEAVES OF ABSENCE

20.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after six (6) months of service with the Employer; however, the final decision shall rest with the Police Commissioner and in his absence his designee.

20.2 Reasonable Purpose. Leaves of absence without pay not to exceed six (6) months shall be granted for any reasonable purpose, at the discretion of the Police Commissioner and in his absence his designee and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

20.2.1 Employees elected to any Union office or selected by the Union to do work which takes from their employment with the Employer may, at written request of the Union, and at the discretion of the Police Commissioner and in his absence his designee be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon request of the Union and approved at discretion of the Police Commissioner and in his absence his designee.

20.3 Application for Leaves. Any request for an absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

20.3.2 In addition to accruing only seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the

time the leave of absence was granted.

ARTICLE 21

MILITARY SERVICE LEAVE

21.1 Employees absent on military duty as members of the organized militia, or of reserve forces or reserve components of the Armed Forces of the United States, shall be granted a leave of absence with no loss of time or pay, not to exceed thirty (30) calendar days, pursuant to Sections 242 and 243 of the Military Law. Copies of orders for military duty shall be submitted as soon as they are received by the employee.

ARTICLE 22

CIVIL SERVICE EXAMINATIONS

22.1 Employees shall be allowed time off with pay to take Departmental promotional examinations held during their regular working hours. In addition, employees whose shift ends less than eight (8) hours prior to the starting time of a promotional examination, shall not be required to work that shift, and such absence shall not be charged to any employee leave credits.

ARTICLE 23

TRAINING

23.1 All in-service training, seminars and schools (except basic Police School) that are required or assigned by the Police Department shall be considered a job assignment. Hours spent in such training, including travel time, will be counted as time worked and will be used in the

computation of overtime.

23.2 A departmental vehicle will be provided by the Employer for the employee to attend said training if available. If not available, the employee shall be reimbursed for gas and mileage at the current state rate as set forth by the State of New York Department of Taxation & Finance.

23.3 The site of the employee's assigned training shall be considered their port of employment for as long as they are assigned to said training. Mileage to and from said port will be computed with either the Police Station at 427 Warren Street or the employee's residence (whichever is closer) being the beginning and ending point for said computation.

23.4 The Employer shall make the necessary postings of all upcoming training schools available to all Union members well in advance in order to obtain an appropriate list of members interested in attending a training seminar/school. A brief interview of the members whose name appears on said list will be conducted to determine training assignments. The Union realizes that not all training seminars will be attended by interested members due to scheduling or financial reasons.

ARTICLE 24

NON-OCCUPATIONAL DISABILITY DETERMINATION

24.1 In the event the Employer believes that an employee is no longer physically able to continue performing his regular duties as the result of non-occupational sickness or injury, the Employer may require a full examination by a physician selected by the Civil Service Department or Municipal Commission having jurisdiction at the Employer's expense. Should the

employee wish to contest the decision of the appointed physician, he may elect to do so pursuant to Section 72 of the New York State Civil Service Law.

24.2 Continued Employment. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and days paid will be construed as days worked specifically. Sick leave credits will not be accrued while an employee is on unpaid leave status.

24.3 Family and Medical Leave Act. As outlined in federal guidelines. Employees qualifying for FMLA may use their accrued personal, vacation and any other paid leave accruals which will run concurrently with the provision of the FMLA benefits.

ARTICLE 25

IN-SERVICE DISABILITY

25.1 "Procedure for the Administration of Section 207-c of the General Municipal Law for the Police Department of the City of Hudson"

25.1.1 Section 1. INTENT

- (a) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, the City of Hudson, and the public, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c.
- (b) This procedure is intended to be a supplement to the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits

pursuant to Section 207-c of the General Municipal Law.

- (c) The term “police officer,” as used herein, shall include all sworn members of the Police Department.

25.1.2 Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

- (a) A police officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and application (see Appendix C hereto) for those benefits within ten (10) calendar days of when the police officer reasonably should have known that the illness or injury would give rise to the claim to the Police commissioner and in his absence his designee on the form which is made a part of this procedure.
- (b) The police officer shall provide authorization (see Appendix C hereto) for the City to obtain copies of his medical records from his treating physician or other health care provider and the City will provide the police officer, without cost, a copy of the records and reports produced by any physician or other experts who examine the police officer on behalf of the City.

25.1.3 Section 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS

- (a) The police officer shall be placed on sick leave pending determination of his eligibility for Section 207-c benefits. The determination shall be made within the time provided in Section 4 of this procedure. If the police officer has no available

sick leave he may use vacation or personal leave time to remain on the payroll. In the event that a timely determination is not made, the police officer shall be continued in pay status until a determination is made. Time spent on the payroll beyond the initial date for making a determination shall not be charged to the employee if it is determined that he is ineligible for the 207-c benefit.

- (b) In the event that it is determined that the police officer is entitled to Section 207-c benefits, the City shall credit back to him all leave which he expended prior to the determination.
- (c) In the event that it is determined that the police officer is not entitled to Section 207-c benefits, he will be permitted to use sick leave, vacation, personal leave, provided he remains medically unable to perform the duties of his position.

25.1.4 Section 4. BENEFIT DETERMINATIONS

- (a) The City shall promptly review a police officer's application for Section 207-c benefits and shall determine his eligibility within fifteen (15) working days after the Police Commissioner and in his absence his designee receives the application.
- (b) In determining the application the City may require a more detailed statement from the police officer than that contained on the application; the City may require provision of the police officer's medical records pertinent to the claimed injury. The City may take statements from witnesses and may send the police officer to a physician or physicians of its choice for examination, at the City's expense.
- (c) The determination will be made in writing to the police officer, setting forth a basis for the determination. In the event that the application is denied, the City

will simultaneously provide the police officer, without cost, a copy of all medical information produced or acquired by it, in any forum, in connection with the police officer's application and determination for Section 207-c benefits. The City will continue to provide the officer with additional medical information subsequently produced or required.

25.1.5 Section 5. ASSIGNMENT TO LIGHT DUTY. As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Police Commissioner and in his absence his designee may assign a disabled police officer specified light duties, consistent with his/her status as a police officer. The Police Commissioner and in his absence his designee prior to making a light duty assignment, shall advise the police officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such a police officer may submit to the Police Commissioner and in his absence his designee any document or other evidence in regard to the extent of his/her disability. The Police Commissioner and in his absence his designee may cause a medical examination or examinations of the police officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled police officer to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the police officer's ability to perform a proposed light duty assignment and other pertinent information, the Police Commissioner and in his absence his designee may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. A police officer ordered to light duty shall either comply

with the order or have the benefits of Section 207-c temporarily discontinued until a determination is made pursuant to Section 7 of this procedure with regard to the police officer's physical ability to perform the light duty assignment. It is understood that assignment to light duty is in the nature of a "make work" assignment and that a police officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time. Nothing herein requires the Department to Create a light duty assignment.

25.1.6 Section 6. TERMINATION OF BENEFITS

- (a) Benefits provided by Section 207-c of the General Municipal Law shall terminate upon the employee being retired pursuant to a service retirement, an accidental disability retirement, or a performance of duty disability retirement, as set forth in the Retirement and Social Security Law.
- (b) The City will not discontinue Section 207-c benefits without the consent of the police officer unless the police officer's treating physician certifies that he is medically able to return to work. In the event that the City believes that the benefit should terminate and the police officer does not consent, or his physician does not certify that he is able to return to work, the City may utilize the provisions of Section 7 in order to receive a determination from the arbitrator regarding the police officer's continued eligibility for benefits.

25.1.7 Section 7. DISPUTE RESOLUTION PROCEDURE. In the event that the City denies an application for Section 207-c benefits, seeks to discontinue Section 207-c benefits, or there is a dispute about whether a police officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public

Employment Relations Board. The determination of the arbitrator shall be final and binding on the City and the police officer, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitration equally.

25.1.8 Section 8. DISABILITY RETIREMENT. Consistent with Section 207-c, the City may file an application on the police officer's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick police officer who shall refuse to permit a medical inspection in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his rights under Section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

25.1.9 Section 9. CONTINUATION OF CONTRACT BENEFITS. While on leave pursuant to Section 207-c, for a period of 6 months or less, a police officer shall continue to accrue all benefits provided by the Collective Bargaining Agreement. After 6 months in any calendar year or continuous period of time, the police officer receiving 207-c benefits shall only be entitled to the payment of salary and longevity and medical insurance; further, dental and vision will continue for twelve (12) months.

25.2 That the City will pay for co-payments incurred by eligible dependents for diagnosis and/or treatment of an illness contracted as the result of exposure to an employee with a compensable occupational disease pursuant to Section 207-c.

ARTICLE 26

GRIEVANCE PROCEDURE

26.1 Definition. A grievance shall be defined as any disputed matter pertaining to the meaning, interpretation and/or application of the terms of this Agreement.

26.2 Settlement of Grievances. The intent of this Article is to promote and provide mutually satisfactory procedure for the settlement of grievances of employees and the Union, free from any interference, coercion, restraint, or acts of reprisal. The following procedure shall be the only procedure by which employees or the Union may initiate, pursue and settle any grievances.

Step 1: The employee and/or the Union shall attempt to resolve the grievance informally with the immediate supervisor within thirty (30) calendar days of its occurrence or thirty (30) calendar days from the date on which the employee or the Union should reasonably have known of such occurrence. The immediate supervisor shall attempt to resolve the dispute within forty-eight (48) hours of its receipt. Any and all responses received will be in writing.

Step 2: In the event the grievance has not been satisfactorily resolved at the informal step of the grievance procedure within the time limits, the Union shall present the matter, in writing, to the Chief of Police within ten (10) calendar days of a response by the immediate supervisor, or the date that such a response would have been due. The Chief of Police shall attempt to resolve the matter and shall respond to the Union, in writing, within seven (7) calendar days of receipt of the written grievance.

Step 3: If the grievance remains unresolved, it shall be presented by the Union President or his authorized representative to the Police Commissioner, or his authorized

representative, in writing, within ten (10) calendar days of the date of receipt of the response to the Chief, or of the date on which such response was due. The Police Commissioner, or his authorized representative shall schedule a meeting with the Union Grievance Committee within ten (10) calendar days of the date of receipt of the written grievance. The Police Commissioner, or his authorized representative shall, within ten (10) calendar days of the date such meeting is held, set forth a response, in writing, to the Local Union President or his authorized representative, with copies to each of the members of the Union Grievance Committee. In the event there is no Police Commissioner the grievance shall move from step 3 to step 4.

Step 4: In the event that the said grievance is not resolved at Step 3, the Union or the aggrieved may submit the grievance to the Mayor in writing. The Mayor will have fourteen (14) calendar days to resolve the grievance or to respond in writing.

Step 5: If the grievance is still unresolved, the Local Union may, within fourteen (14) calendar days of the response of the Mayor, or the date on which such response was due, request arbitration. Such request shall be made in the manner set forth below.

26.3 Arbitration Procedure.

26.3.1 A demand for arbitration shall be forwarded to Council 82 for review, and if deemed necessary, shall be submitted to the New York State Public Employment Relations Board (PERB), and the matter shall proceed according to its Rules of Procedure.

26.3.2 Arbitrators shall be requested to issue their decision within thirty (30) calendar days of the conclusion of testimony and argument, and they shall be bound by the rules of PERB, which are applicable to labor relations arbitrations which are in effect at the time of the arbitration. Should a disagreement arise regarding the arbitration of an issue, arbitrators shall

have the authority to make the determination whether the issue is arbitrable. Once the determination is made that the dispute is arbitrable, arbitrators shall then proceed to make a determination based upon the merits of the dispute.

26.3.3 The arbitrator shall have no right to amend, modify, nullify, add to, or subtract from the provisions of this Agreement. The decision of the arbitrator shall be binding.

26.3.4 On matters of discipline, an arbitrator shall confine himself to a determination of innocence or guilt, and whether any proposed penalty is appropriate. However, should the issue of probable cause for suspension pursuant to Article 27.4 of this Agreement arise, he may consider such suspension in determining the appropriateness of the penalty.

26.3.5 The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record and makes copies available without charge to the other party and the arbitrator.

26.4 Matters Relevant to the Grievance Procedure.

26.4.1 The time limits at any step of the grievance procedure shall be strictly enforced; however, they may be extended by mutual agreement in writing. If the Employer does not answer a grievance within the time limits provided, the grievance may be moved by the Union to the next step of the grievance procedure. If the Union does not so move, the grievance shall be deemed untimely and withdrawn.

26.4.2 Any step of the grievance procedure may be bypassed by mutual agreement in writing.

26.4.3 In the case of a group, policy or organization type grievance, the grievance may be processed beginning at Step 3 above.

26.4.4 The Union shall not be required to initiate and pursue a grievance at any stage of the grievance if it considers the grievance to be without merit.

26.4.5 The Union President, or his designee, the aggrieved employee, and necessary employee witnesses, shall suffer no loss of time of pay as the result of time spent in any grievance hearing or arbitration proceeding during their regular working hours.

26.5 Processing Grievances During Working Hours.

26.5.1 The Union President, or his designee, may investigate and process grievances relevant to a grievance in which they are directly involved during their regular working hours without loss of time or pay, not to exceed one (1) hour per shift.

ARTICLE 27

DISCIPLINE

27.1 Charges. The Employer agrees to inform the Union, in writing, when it desires to bring departmental charges against any employee. At all departmental hearings or trials, the Local President of the Union and Council 82 Representative will be present to act on behalf of the member, if he (the member) desires his presence, together with his counselor or attorney. At the time official departmental charges are filed against an Officer or Communications Specialist, specific penalties will also be detailed as the remedy sought to satisfy the charges.

27.1.1 Disciplinary charges shall be handled as outlined in Article 26.3.

27.2 Discipline. The parties agree to use the Labor/Management Committee forum (see Article 16) to attempt to explore opportunities to alleviate problems and tensions in the area of disciplinary charges, investigations and decisions.

27.3 Suspensions. When the appointing authority determines there is probable cause that an employee be suspended, action may be taken, at the discretion of the Police Commissioner and in his absence his designee.

27.4 Penalties. The parties agree that, in addition to the penalties specifically authorized by Section 75 of the Civil Service Law, to wit: a reprimand, a fine not to exceed one hundred dollars (\$100.00) to be deducted from the salary or wages of a disciplined employee, suspension without pay for a period not to exceed two months, demotion in grade or title, or dismissal from service, the Employer shall have the additional, non-cumulative option of imposing the independent penalty of withholding earned vacation or personal leave time of such disciplined employee.

ARTICLE 28

PERSONAL HISTORY FOLDER

28.1 Request for Review. An employee shall, within five (5) working days of a written request to his department, have an opportunity to review his official personal history folder in the presence of a Local Union representative (if requested by the employee) and an appropriate official of the department. Such right shall not be abused. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

28.2 The official personal history folder shall contain all memoranda or documents relating to such employee which include criticism, commendation, appraisal or rating of such employee's performance on his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his official personal history folder.

28.3 An employee may, at any time, request and be provided copies of all documents and notations in his official personal history folder of which he has not been previously given copies. All files will be maintained at the Police Department.

28.4 Any material in an employee's official personal history folder of an adverse nature, up to and including oral and/or written reprimand over one (1) year old, may, upon the employee's written request, be removed from the personal history folder by mutual agreement of the employee and the Police Commissioner and in his absence his designee. This does not preclude the earlier removal of such material at the option of the Police Commissioner and in his absence his designee. All denials of such request by an employee shall be subject to the grievance procedure.

ARTICLE 29

DEPARTMENTAL INVESTIGATION

29.1 **Questioning of Employees.** All investigations and alleged employee misconduct shall be conducted in a manner conducive to good order and discipline.

29.2 Any questioning of an employee shall be at a reasonable hour and, if possible, during the employee's regular tour of duty. The questioning, if possible, shall take place at a police facility.

29.3 Before any questioning begins, the employee shall be informed if he is a potential witness or target, and who will be in attendance. If the employee is a potential target, he shall be informed of the specific purpose of the investigation. If the investigation could lead to criminal charges, the employee shall be apprised of his constitutional rights.

29.4 All questioning of an employee shall be conducted in a reasonable manner, free of any threats, promises and intimidation.

29.5 In all cases where an employee is to be questioned concerning an alleged violation of department rules and regulations which, if proven, may result in a criminal action against the employee, he shall be afforded an opportunity to consult with an attorney or a representative of the Union for a reasonable period of time before any questioning begins.

29.6 An attorney or Union representative may, upon request of the employee, be present where the questioning could result in criminal or disciplinary charges against the employee.

29.7 The procedural requirement set forth above shall not apply to circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of an employee.

29.8 No employee shall be required to sign a statement of an admission of guilt to be used in any disciplinary proceeding without having reasonable opportunity to have Union representatives or an attorney present.

ARTICLE 30

HUDSON POLICE K-9 UNIT

30.1 It is the purpose of this subsection to provide guidelines for the management of the department's canine (K-9) unit and use of police canines in field operations. Because of a superior sense of smell and hearing and potential aggressiveness, the trained law enforcement canine is a valuable supplement to police manpower. However, utilization of canines requires adherence to procedures that properly control their use of force potential and that channel their specialized capabilities into legally acceptable crime prevention and control activities. A Canine Team is considered an officer handler and his assigned police canine.

30.2 K-9 Chain Of Command. The K-9 unit is part of the patrol force of the Hudson City Police Department and will have the following chain of command:

- a. Chief of Police
- b. Lieutenant (K-9 program supervisor)
- c. Sergeant
- d. Senior Officer

30.3 Duties Of The K-9 Handler. The Chief of Police, then Lieutenant and in his absence, the Senior K-9 handler will have the overall responsibility for the supervision, administration and training needs of the K-9 units. This is to include the following:

- a. selection of dogs for the K-9 unit with guidance and recommendations from the handlers;
- b. to maintain records and files of the K-9 units;

- c. order supplies and equipment as needed in order for the K-9 units to function properly;
- d. responsible for training;
- e. handle all K-9 correspondence and supervise all public demonstrations;
- f. to train patrol Sergeants, patrol officers, and detectives in the proper use of the K-9 units, crime scene preservation, scent preservation, etc, and;
- g. to perform any other duties associated with the management of the K9 units.

30.3.1 The K-9 handlers are to be certified police officers and will abide by the rules and regulations that govern the Hudson City Police Department. While on patrol, they will enforce all violations of Federal, State and Local Laws and Ordinances. Should any problem arise regarding the use of the K-9, this Article should be referred to, if time permits, otherwise all decisions regarding the use of the K-9 units will come from the handlers.

30.4 **Duty Hours.** The duty hours of the K-9 units will be in accordance with the rotations of their respective patrol shifts and as agreed upon in the current Collective Bargaining Agreement between the City of Hudson and the Local Union. Both K-9 handlers are considered "on-duty/in service" when they depart their respective residences in their K-9 patrol vehicles, either en route to the Police Department, training sessions or care-service locations for their K-9s. K-9 units will not be utilized to alleviate shift overtime on their respective scheduled shifts. In the event of a duty recall as in accordance with the Department's Emergency Mobilization Plan, the K-9 units will respond as would any other member of the Department.

30.5 **Calling Out For Overtime.** In the event that a K-9 Unit is called in on overtime, they will be paid at the overtime rate of time and a half. The determination on calling in a K-9

unit should be approved by a Supervisor. K-9 units will be called out in accordance with tier individual shifts first in accordance with the current Collective Bargaining agreement between the City of Hudson and the Local Union. If the shift calling in the K-9 unit does not have a K-9 assigned to them, the senior K-9 handler will be called first, then alternate junior K-9 handler next. A K-9 callout list will be maintained at the Command Center.

30.6 Selection Of Police Dogs. The City of Hudson Police K-9s will be purchased by the Department with the following criteria being utilized to select a K-9:

- a. the K-9 is a German Shepherd (should a special need arise for another breed of dog to be used and prove more suitable, prior approval must be obtained from the Police Commissioner and in his absence, his designee).
- b. the K-9 is a minimal force dog

30.6.1 All K-9s will be checked by a veterinarian to determine the dog's overall health. Upon successful completion of this examination, the dog will begin training.

30.7 K-9 Uniform. The handlers of the K-9 units will wear the navy blue "street gear" style uniform with six pocket pants as their primary duty uniform. A navy blue "baseball" style cap may be worn when K-9 Officers are engaged in other situations outside routine patrol. Pre-scheduled Court appearances will still require the wearing of the "class A" style uniform.

30.8 Training. K-9 units will meet Municipal Police Training Council K-9 regulations and will be certified by same. Both K-9 units will be allowed one (1) training day per month to train together in order to maintain their certifications and handler proficiencies. In addition, and with approval of the Lieutenant, this training day can be utilized to attend area K-9 multi-agency training sessions. Initial training of the K-9 units will include on and off lead obedience,

tracking, building searches and aggression training. It is impossible to predict the exact amount of time necessary to train each dog, as this will depend upon the dog itself, as well as the handlers capabilities and working schedules. Normally, a new dog can be fully operational within one year. As dogs become proficient in basic training, special biochemical training in drug and bomb detection may be added to their program.

30.9 Care Of Dogs. Each K-9 handler will receive a \$200/month stipend for the daily care and maintenance of their individual K-9 which will be paid on the last pay period for the month and in accordance with the current Collective Bargaining Agreement between the City of Hudson and the Local Union. The following duties will be performed by the handler in the care of their dog:

- a. Feeding the dog will be done each day, preferably at the same time each day. Fresh water must always be available. No special diet will be fed unless approved by a veterinarian. The City of Hudson will be responsible for the payment of dog food, supplies as needed and any veterinarian bills that may arise.
- b. The dog's coat will be brushed and combed daily. Nails must be kept clipped. Dogs will be given heartworm medicine at the appropriate time as advised by the veterinarian.
- c. The handler will provide the dog with shelter, either in his home or if outside, in a shelter, and will take every reasonable precaution to maintain a high standard of health for their dog.

30.10 Veterinarian Procedures. Every three months, the handler will acquire a stool sample from his dog which will be taken to a veterinarian to be checked for worms. At least

once a year, the handler will take his dog to the veterinarian for a medical exam and booster shots. Should the handlers dog require the care of a veterinarian due to health reasons, the handler will notify the Lieutenant immediately. When practical, the handler will notify and make the appointment with the designated veterinarian. After the appointment, the handler will submit a special report which will include all information regarding health problems and treatment of his dog.

30.11 K-9 Handlers Vacation. K-9 handlers will not be allowed to take the same vacation days or weeks as the other handler, unless exigent circumstances exist and then only approved by the Chief of Police and in his absence, his designee. When one K-9 handler is on vacation and out of the area, the other K-9 handler will house and care for his K-9. At no time will a K-9 be housed in a private Kennel, unless an exigent circumstance arises for health or safety reasons for the K-9.

30.12 Use Of The K-9 Unit In The City Of Hudson. Dogs assigned to the K-9 unit will be utilized for Police functions only. This is in accordance with department policies. Areas of use include but are not limited to the following:

- a. to help find lost persons;
- b. to assist other units that may find open doors or windows where an illegal entry may have been made;
- c. to track suspects who have fled crime scenes;
- d. to search open buildings where an illegal entry has been made;
- e. to back up other units when requested;
- f. to assist outside agencies when requested to do so as authorized by the Chief of

Police and in his absence the Lieutenant;

- g. to assist with the detection of controlled substances and/or explosives.

30.12.1 All tracks are to be done with the proper harness and with the K-9 on a lead. All building searches will be done on or off lead when the handler knows an illegal entry has been made and has reasonable cause to believe that the suspect(s) are still in the building. In open door situations, or if it is possible that an authorized person may be in the building, the search will be done on or off lead as determined by the handler. Before any search and prior to the release of the K-9, the handler, in a loud and clear voice, will issue the following warning at least two times: **“THIS IS THE POLICE, I HAVE A POLICE DOG, YOU HAVE 60 SECONDS TO COME OUT BEFORE I RELEASE THE POLICE DOG.”**

30.12.2 When possible, the Communication Specialist or Desk Officer will attempt to telephone the owner of the building for verification as to the occupied or unoccupied condition of the building. In all chase situations, the dog shall be released only to prevent the escape of a subject that the officer has probable cause to arrest. If the suspect stops, the K-9 is to be recalled immediately. If the K-9 apprehends the subject, the K-9 is to be recalled as soon as possible and as possible and as soon as the suspect stops resisting.

30.12.3 K-9 handlers will decide when their respective K-9s need a break and they will determine if their individual K-9 would be placed in jeopardy or serious danger.

30.13 Public Demonstrations Of The K-9’s Abilities. The K-9 units will be available to perform public demonstrations on the abilities of the Police working dog for any interested groups upon the approval of the Chief of Police. All request should be in writing and addressed

to the Chief of Police. Press releases will be made available on all such events. The handler will not use his dog for any demonstration without prior approval.

30.14 Use Of The K-9 Unit In Crowd Control. It is recognized that the K-9 unit can be used effectively for controlling large crowds of people. The K-9 units will be used for crowd control under the following conditions:

- a. when in the opinion of a supervisor, it will be necessary to prevent serious physical injury to a police officer or another person;
- b. when in the opinion of the handler, it is necessary to prevent the injury to a police officer or another person.

30.14.1 When the K-9 unit is used in any of these situations, the handler will maintain the dog on a six foot lead. At no time should the K-9 operate without the support of other police units.

30.14.2 The following conditions are examples where the use of the K-9 unit is not acceptable:

- a. to effect the arrest of an intoxicated or feeble person who could be obviously escape or resist arrest;
- b. to intimidate or frighten or coerce a suspect; or;
- c. in any other situation involving the use of force where an officer would not be justified in the use of such force to lawfully effect an arrest.

30.14.3 When an arrest has been made with the assistance of the K-9 unit, the handler shall be recorded as the assisting officer. The officer requesting the assist will be given credit for the arrest.

30.15 Dog Bites. In all bite situations, the handler will obtain the name, address, and phone number of the bitten subject. If possible, a supervisor should handle the investigation at the scene. The handler will file a Use of Force Report and all other necessary forms with their immediate supervisor, which will be forwarded to the Office of the Lieutenant as soon as possible (who will submit them to the Office of the Chief of Police who will forward them to the Police Commissioner and the City Attorney). At no time will the handler make any statements as to the liability or fault in the matter. In all bite situations, the handler will:

- a. render first aid if necessary;
- b. whenever possible, have a photograph taken of the subject which includes the face and also photograph that portion of the body bitten. This should be done prior to any treatment if possible;
- c. obtain all records and appropriate information at the hospital pertaining to the treatment.

30.16 Equipment. The handler will obtain (with bills being submitted to the City of Hudson for payment) and be responsible for the care of the following items:

- a. choke chain – to be worn at all times;
- b. muzzle – to be used for aggression and medical reasons;
- c. six foot lead, used in all crown situations and used as an all around restraint for the dog;
- d. thirty foot lead – to be used in all tracks and searches;
- e. work collar – a heavy leather collar to be used in all working situations so as not to restrict the dogs breathing;

- f. tracking harness – a chest harness to be used only while actually doing a track (this allows for proper breathing);
- g. grooming aids – this will include brushes, combs, dishes and other items for maintaining a working dog;
- h. first aid equipment;
- i. each handler will be issued a portable radio and charger, as well as a department pager;
- j. each handler will be provided a “police package” patrol vehicle which has been set up for K-9 use to include an automatic K-9 door opener and climate control sensor;
- k. each K-9 will have the same shield number as their handler with the prefix of K-9 before the shield number, IE; K-9/31 and K-9/32.

30.17 Crime Scene Preservation. When the initial responding officer feels the K-9 unit should be utilized at the scene of an incident, he should immediately notify his shift supervisor. With the Supervisor’s approval, the Communications Specialist or desk officer will dispatch the K-9 unit to the scene. The initial responding officer should secure the scene, with the assistance of other units if necessary, to prevent anyone, including police officers, from contaminating the scene by entering or exiting the scene area. It is extremely important that the areas containing scent not be disturbed until the K-9 unit arrives.

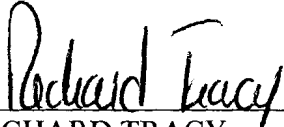
30.18 Disposition Of Dogs. It will be the duty of the handler and the Office of the Lieutenant to review all working dogs on a regular basis. If it is determined by the individual K-9’s veterinarian that a K-9 is no longer able to perform its duty due to health reasons, then the K-

9 will be retired. The City has the option to have a second opinion from a competent veterinarian. If a K-9 is no longer able to perform its duties or has become a liability as determined by its individual handler and this is confirmed by the other handler, then the K-9 will be retired. The City has the option to have another opinion from a competent/certified handler. In the event that a K-9 is retired for any reason, the individual handler will be able to purchase the K-9 from the City of Hudson for \$1.00, or at the handlers choosing, find a suitable home for said K-9.

30.19 **Miscellaneous.** All dogs will be kept quiet and out of the way of others while at the Station House. All reasonable care will be executed when using the dogs on the property of others to prevent damage to same. All dogs will be considered sworn police officers of the City of Hudson and are authorized by the City to be used by their handler as part of his equipment. No dog will be used for stud purposes without permission. No dog shall be entered in any show, trial or exhibition without permission. Showing off the dog is prohibited. Petting of the dog by the public is strictly forbidden. Provisions of this policy are in addition to and not in lieu of the provisions of the current Collective Bargaining Agreement between the City of Hudson and Hudson Police Local 3979 of Council 82.

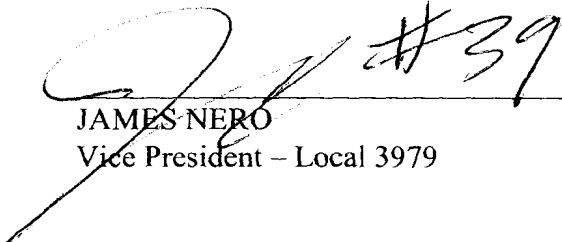
Signed this 7 day of Sept, 2007.

FOR LOCAL 3979, COUNCIL 82, FOR THE CITY OF HUDSON
AFSCME, AFL-CIO


RICHARD TRACY
~~Mayor - City of Hudson~~


RICHARD STEVENS
Council 82


DEAN ROWE
President - Local 3979


JAMES NERO
Vice President - Local 3979

APPENDIX "A"

For the purpose of reference, the definition of occurrence when used in conjunction with sick leave shall be as follows:

- (1) One (1) day of sick leave used with or without medical verification shall be ONE occurrence.
- (2) Two (2) or more consecutive days of sick leave used with medical verification shall be one occurrence.
- (3) Two (2) or more consecutive days of sick leave used without medical verification shall be separate occurrences (i.e.: two (2) consecutive days without medical verification shall be two (2) occurrences).

An employee may be required to provide medical documentation for the following reasons of absence:

- (1) An employee uses eight (8) sick leave occurrences in any one (1) year period. This shall include family sick leave. Medical documentation may be required for a period of up to three months.
- (2) An employee is absent for three (3) or more consecutive work days due to illness. (This includes family sick days.)
- (3) An employee is absent in conjunction with his RDO, vacation or personal days for more than four (4) occurrences in a six (6) month period. (This includes family sick days.)

Any employee who fails to provide medical documentation as required above may not be

credited sick leave and may not receive pay for that period until such documentation is provided.

An employee has until one (1) calendar week after he returns to work to produce the medical documentation.

Any employee who reaches nine (9) occurrences in a one (1) year/twelve (12) month period may receive a formal written warning indicating his/her excessive use of sick leave which will be placed in his or her personnel file. Removal of this written warning from the personnel folder is subject to the procedure set forth in Article 28.4.

Any employee who reaches nine (9) occurrences in a twelve (12) month period may be subject to the procedure of Article 27 of this Agreement.

Bereavement leave used by an employee shall not be counted as an occurrence against the employee.

Police Commissioner and in his absence his designee will be Time and Attendance Officer and will use this policy as a guideline in defining occurrences.

APPENDIX "B"

See attached Empire Vision Centers plan description and GHI plan description.

Empire Vision Centers

A Davis Vision Eyecare Advantage Company

August 26, 1999

HUDSON POLICE DEPARTMENT LAW ENFORCEMENT OFFICERS UNION COUNCIL 83

DESIGNER VISION CARE PLAN BENEFIT DESIGN

Eligible employees (defined as employees and their eligible dependents) will be entitled to a comprehensive eye examination, eyeglasses or contact lenses on a 24 month basis.

The Plan is all employer/payer sponsored on a "pure group" basis requiring mandatory participation for all employees. The program consists of the following:

- * Comprehensive eye examination: A dilated fundus examination (DFE) to achieve Health Employers Data Information Set (HEDIS) qualification is recommended since diabetes significantly impacts the American population. Our comprehensive eye exam provides a cost effective intervention into the diagnosis of the disease as well as over thirty other systemic diseases. The inclusion of a DFE will lead to higher quality patient care, improved life style through early intervention, lower overall health costs and the ability to achieve a higher level of compliance with HEDIS.
- * Single vision, bifocal, or trifocal lenses with the choice of glass or plastic in all ranges of prescriptions.
- * The choice of eyeglass frames from the uniform selection in each provider's office (Designer Selection).
- * Contact lenses (soft, standard daily wear, or an initial supply of disposable/planned replacement lenses).
- * Mail order service for contact lens replacements.

The City of Hudson will issue vouchers to employees and dependents for benefit utilization. Vouchers are valid for forty-five (45) days and may be used at the Empire Vision Center of your choice. The benefit may not be used at more than one Empire Vision Center or at more than one time period.

The plan frame collection is available at each Empire Vision Center office. If a member wishes to receive a non-plan frame or non-plan contact lenses at an Empire Vision Center office, an allowance will be given. The Member will be required to pay the difference.

**HUDSON POLICE DEPARTMENT
LAW ENFORCEMENT OFFICERS UNION COUNCIL 82**

DESIGNER VISION CARE PLAN

All Empire Vision Centers provide lenses and frames that are first quality and free of defects, including:

1. Choice of glass or plastic lenses in single vision, bifocal or trifocal.
2. Selection from a highly stylized, uniform frame selection (Designer Collection).
3. All materials verified as the highest quality frames and lenses.
4. All ranges of prescriptions, including cataract lenses.
5. Oversize lenses.
6. Fashion and gradient tinting of plastic lenses.
7. Glass -- Grey #3 prescription sunglasses.
8. Contact lenses - soft, standard daily wear, or an initial supply of disposable/planned replacement lens.
9. A one (1) year warranty on all plan eyewear.

The following items are "optional" and may be selected by the beneficiary at the time of use and at the appropriate copayment.

Premier Frames		\$20.00
Progressive Addition Lenses (PAL) -	Standard	\$50.00
	Premium	\$90.00
Photochromic Lenses		\$20.00
SuperShield™ Coating		\$20.00
Glare Resistant Treatment		\$35.00
Hi-Index Lenses		\$55.00
Polaroid Lenses		\$75.00
Polycarbonate Lenses*		\$30.00
Ultraviolet Coating		\$12.00
Blended Segment Lenses		\$20.00
Transition™ Lenses		\$65.00

* Polycarbonate lenses, which provides the greatest eye protection available is covered in full for children up to the age of 18.

Employer Groups of 20 - 50 Employees

<u>PREFERRED DENTAL PLAN</u> Option III	<u>In Network</u>	<u>Out of Network</u>
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You are covered for the following dental services, subject to the limitations and exclusions in the plan contract:

<u>Preventive and Diagnostic Services</u> <ul style="list-style-type: none"> • Examinations • Cleanings • X-rays • Fluoride treatments (only for dependent children to age 19) • Space maintainers and mouth guards (only for dependent children to age 19) • Emergency visits 	<u>100%</u>	<u>100% of Preferred schedule</u>
<u>Limited Basic Services</u> <ul style="list-style-type: none"> • Extractions and fillings • Repair of dentures • Consultations 	<u>100%</u>	<u>100% of Preferred schedule</u>
<u>Full Basic Services</u> <ul style="list-style-type: none"> • Root canal therapy • Periodontic treatment and periodontic surgery • Oral surgery: difficult extractions removal of impacted teeth 	<u>100%</u>	<u>100% of Preferred schedule</u>
<u>Prosthetics</u> <ul style="list-style-type: none"> • Full dentures, partial dentures • Fixed bridges • Crowns • Inlays 	<u>100%</u>	<u>100% of Preferred schedule</u>
<u>Orthodontic Services</u>	<u>Not Covered</u>	<u>Not Covered</u>

annual Maximum Benefit for all Services \$1200

APPENDIX "C"

See attached General Municipal Law Section 207-c Application.

City of Hudson Police Department
General Municipal Law Section 207-c
Application

1. _____
Name of officer

2. _____
Address

3. _____ 4. _____
Telephone number Age

5. _____
Name of supervisor

6. _____
Current job title

7. _____
Occupation at time of injury/illness

8. _____
Length of employment

9. _____ 10. _____ 11. _____
Date of incident Day of Week Time

12.a. _____
Name of witness(es)

b. _____

c. _____

13.a. _____
Names of co-employees at the incident site

b. _____

c. _____

City of Hudson Police Department General Municipal Law Section 207-c Application

Date of report

_____, New York

Signature of injured officer

New York State Policemen's &
Firemen's Retirement System
110 State Street
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the City o Hudson Police Department, I hereby submit the following report:

Name of injured Police Officer

Registration Number

Address

Date of incident

Time of incident

Description of injury

Medical care required

Remarks

Signature of Officer

Witness to injury

Date

City of Hudson Police Department General Municipal Law Section 207-c Application

State of New York)
County of Hudson)

)ss.:

_____, being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matters he/she believes to be true; any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this ___ day of _____, 19__.

NOTARY PUBLIC-COMMISSIONER OF DEEDS

EXHIBIT "A"

JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	1-7	7-3	3-11
1-23	14	8-30	21	13	4-26	18	9-31	22	14	5-27	19	2-6-11-15-19	5-9-14-18-22	3-6-12-17-21
2-24	15	9-31	22	14	5-27	19	10	1-23	15	6-28	20	2-6-11-15-20	1-5-9-14-18	4-8-12-17-21
3-25	16	10	1-23	15	6-28	20	11	2-24	16	7-29	21	3-7-11-16-20	2-5-10-14-18	4-8-13-17-21
4-26	17	11	2-24	16	7-29	21	12	3-25	17	8-30	22	4-10-14-18	3-10-14-19	4-8-13-17-22
5-27	18	12	3-25	17	8-30	22	13	4-26	18	9	23	5-10-14-19	4-10-14-19	4-9-13-17-22
6-28	19	13	4-26	18	9	3-25	14	5-27	19	10	24	6-11-15-19	5-10-15-19	4-9-13-18-22
7-29	20	14	5-27	19	10	2-24	15	6-28	20	11	25	7-12-16-21	6-11-15-19	5-9-13-18-22
8-30	21	15	6-28	20	11	3-25	16	7-29	21	12	26	8-12-16-21	7-11-16-20	5-9-14-18-22
9-31	22	16	7-29	21	12	4-26	17	8-30	22	13	27	9-12-17-21	8-11-16-20	1-5-9-14-18
10	1-23	17	8-30	22	13	5-27	18	9	1-23	14	28	10-14-19	9-11-16-20	1-5-10-14-18
11	2-24	18	9	1-23	14	6-28	19	10	2-24	15	29	11-16-20	10-15-19	1-5-10-14-19
12	3-25	19	10	2-24	15	7-29	20	11	3-25	16	30	12-16-21	11-16-20	1-6-10-14-19
13	4-26	20	11	3-25	16	8-30	21	12	4-26	17	31	1-16-20	12-16-20	1-6-10-15-19
14	5-27	21	12	4-26	17	9-31	22	13	5-27	18	1	2-17-21	1-16-20	1-6-10-15-19
15	6-28	22	13	5-27	18	10	1-23	14	6-28	19	2	3-18-22	2-17-21	2-6-10-15-19
16	7	1-23	14	6-28	19	11	2-24	15	7-29	20	3	4-19-23	3-18-22	2-6-11-15-20
17	8	2-24	15	7-29	20	12	3-25	16	8-30	21	4	5-20-24	4-19-23	2-7-11-15-20
18	9	3-25	16	8-30	21	13	4-26	17	9-31	22	5	6-21-25	5-20-24	2-7-11-15-20
19	10	4-26	17	9-31	22	14	5-27	18	10	1	6	7-22-26	6-21-25	2-7-11-16-20
20	11	5-27	18	10	1-23	15	6-28	19	11	2	7	8-23-27	7-22-26	3-7-12-16-20
21	12	6-28	19	11	2-24	16	7-29	20	12	3	8	9-24-28	8-23-27	3-7-12-16-21
22	13	7-29	20	12	3-25	17	8-30	21	13	4	9	10-25-29	9-24-28	3-8-12-16-21

City of Hudson

THIS FORM IMPLEMENTS THE REQUIREMENTS OF THE STANDARDS FOR PRIVACY OF INDIVIDUAL IDENTIFIABLE HEALTH INFORMATION (THE PRIVACY RULE) ESTABLISHED PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA). EXCEPT AS OTHERWISE PERMITTED OR REQUIRED BY THE PRIVACY RULE, A HEALTH CARE PROVIDER MAY NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION WITHOUT AN AUTHORIZATION THAT COMPLIES WITH THE REQUIREMENTS OF 45 C.F.R. SECTION 164.508. THE HEALTH CARE PROVIDER MUST GIVE A COPY OF THIS COMPLETED FORM TO THE PATIENT.

Authorization for Use and Disclosure of Protected Health Information

Patient's Name _____ Date of Birth _____ SSN: _____

Address _____

I hereby authorize the use and disclosure of protected health information for treatment rendered during the time period: From _____ through _____.

The information described below may be disclosed by: (NAME OF PERSON(S), ENTITY OR CLASS OF PERSONS THAT WILL DISCLOSE INFORMATION)

The information described below may be disclosed to: Chief Ellis Richardson, City of Hudson Police Department, 427 Warren Street, Hudson, New York.

The Specific Type(s) of information authorized are as follows: (Circle ALL appropriate types)

INPATIENT HOSPITAL OUTPATIENT HOSPITAL PHYSICIAN/SUPPLIER CLINICAL LABORATORY
HOME HEALTH AGENCY SKILLED NURSING FACILITY OTHER (SPECIFY) _____

The information that may be used or disclosed includes: (Circle ALL appropriate types)

INTERVIEW OF ATTENDING PHYSICIAN(S) ALL TREATMENT RECORDS HIV RELATED TREATMENT RECORDS
BEHAVIORAL HEALTH/PSYCHIATRIC TREATMENT RECORDS DRUG AND ALCOHOL TREATMENT RECORDS

(Disclosure of HIV related information is controlled by NY State Public Health Law. Disclosure of alcohol and drug abuse information is controlled by 42 C.F.R. part 2. Re-disclosure of such information is forbidden without your additional written authorization unless permitted under state or federal law.)

The purpose of disclosure is: _____

REQUEST OF THE INDIVIDUAL WHO IS THE SUBJECT OF THE RECORDS OR HIS/HER PERSONAL REPRESENTATIVE

OTHER (Describe) _____

THIS AUTHORIZATION MAY BE REVOKED BY WRITTEN REQUEST TO THE MEDICAL SERVICE PROVIDER'S PRIVACY OFFICER. INFORMATION DISCLOSED PRIOR TO RECEIPT OF THE REVOCATION MAY NOT BE RETRIEVED. IF ACTION WAS TAKEN IN RELIANCE ON THE AUTHORIZATION, THE PERSON WHO RELIED ON THE AUTHORIZATION MAY CONTINUE TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION AS NEEDED TO COMPLETE WORK THAT BEGAN BECAUSE THE AUTHORIZATION WAS GIVEN. TO REVOKE THIS AUTHORIZATION PLEASE WRITE TO:

(Name of Health Care Provider)

(Address)

(City, State, Zip)

This authorization expires on _____

or Upon the following event: _____

(SIGNATURE)

(Print name of patient or personal representative)

(Date)

(Description of personal representative's authority)

YOU HAVE A RIGHT TO REFUSE TO SIGN THIS AUTHORIZATION. THE MEDICAL SERVICE PROVIDER MAY NOT CONDITION TREATMENT, PAYMENT, ENROLLMENT OR ELIGIBILITY FOR BENEFITS ON WHETHER YOU SIGN THIS AUTHORIZATION. IT IS UNDERSTOOD THAT INFORMATION USED OR DISCLOSED PURSUANT TO THIS AUTHORIZATION MAY BE RE-DISCLOSED BY THE RECIPIENT. INFORMATION DISCLOSED MAY NO LONGER BE PROTECTED BY THE FEDERAL PRIVACY RULES.

YOU HAVE A RIGHT TO RECEIVE A COPY OF THIS AUTHORIZATION AFTER YOU HAVE SIGNED IT.

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY OF HUDSON, NEW YORK
AND
LOCAL 3979
OF
COUNCIL 82 AFSCME AFL-CIO

FILED
2005 AUG 25 AM 8:39
CITY CLERK'S OFFICE
HUDSON, NEW YORK

MEMORANDUM OF AGREEMENT, by and between the City of Hudson, New York (hereinafter referred to as the "Employer") and Local 3979 of Council 82 AFSCME AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Union filed a grievance against the Employer alleging that the Employer was in violation of Section 9.3.3 of the Collective Bargaining Agreement between the parties, which provides that effective January 1, 2002 the Employer will implement the New York State Retirement & Social Security Law Section 384-e additional pension benefit for all police titles; and

WHEREAS, the parties desire to resolve the matter without litigation;

NOW, THEREFORE, the parties herein agree to settle the grievance by making this Accord, by which the Union, under the terms and conditions set forth herein, will accept the following performance in satisfaction of the Employer's existing duty to implement Section 384-e under the Collective Bargaining Agreement:

1. Effective January 1, 2005 each City of Hudson police officer shall have eight hundred dollars (\$800.00) added to his base salary. This amount (i.e., base salary plus \$800.00) shall be referred to as the police officer's adjusted base salary. Any negotiated or awarded salary increase or raise shall be calculated on and added to this adjusted base salary. This amount (adjusted base salary plus any negotiated or awarded salary increase or raise) shall be referred to as the police officer's effective salary, and shall be the amount on which his or her overtime pay, holiday pay, and the like are calculated in 2005.
2. ~~On January 1, 2006 and on each subsequent January 1 thereafter until he or she retires, each City of Hudson police officer shall have an additional eight hundred dollars (\$800.00) added to his or her prior year's effective salary. After 2005, this amount (prior year's effective salary plus \$800.00) shall be referred to as the police officer's adjusted base salary for that~~
* particular year. Any negotiated or awarded salary increase or raise for 2006 and each subsequent year shall be calculated on and added to that particular year's adjusted base salary. This amount (adjusted base salary plus any negotiated or awarded salary increase or raise) shall be referred to as the police officer's effective salary for that particular year, and shall be the amount on which his or her overtime, holiday pay, and the like are calculated in that year.

3. No City of Hudson police officer shall receive the benefits referenced in paragraphs 1 and 2 above after his twentieth year on the job, except that any City of Hudson police officer who as of July 1, 2005 has more than twenty years on the job shall receive the benefits referenced in paragraphs 1 and 2 above until he or she retires.
4. The Employer will provide the additional pension benefit under New York State Retirement and Social Security Law Section 384-e to any City of Hudson police officers who on January 1, 2005 have six (6) years or fewer years until retirement and who have not yet been provided with the Section 384-e benefit. Said officer or officers will receive the benefit referenced in paragraphs 1 and 2 above until he or she retires.
5. The benefits referenced in paragraphs 1 and 2 above apply to all City of Hudson police officers on the payroll as of, or hired after, January 1, 2005.
6. Either party has the right at any time, upon written notice to the other party, to unilaterally cancel the Accord set forth in this Memorandum of Agreement. Upon such cancellation, the Employer's duty to implement the New York State Retirement & Social Security Law Section 384-e additional pension benefit for all police titles as provided for under Section 9.3.3 of the Collective Bargaining Agreement between the parties, suspended under the terms of this Memorandum of Agreement, shall be active again and the Employer shall have thirty (30) days to implement the New York State Retirement & Social Security Law Section 384-e additional pension benefit for all police titles as provided for under Section 9.3.3 of the Collective Bargaining Agreement between the parties. Upon such cancellation, none of the benefits referenced in paragraphs 1 and 2 above granted through the date of said cancellation may be recouped and the effective salaries in place at the time of such cancellation shall stand going forward.
7. The parties agree that the Courts of the State of New York will have exclusive jurisdiction for the enforcement of this Memorandum of Agreement and exclusive jurisdiction to hear any disputes arising under this Memorandum of Agreement. This Memorandum of Agreement is not subject to the grievance procedures, including arbitration, set forth in the Collective Bargaining Agreement between the parties.

officers

EMPLOYER

Richard Sealer

Date: 8/24/05

UNION

C. V. S. Local 3979

Date: 8/25/05

Bonita J. Colwell
Notary Public - State of New York

BONITA J. COLWELL
NOTARY PUBLIC, State of New York
No. 01C06006459
Qualified in Columbia County
Commission Expires May 4, 2008

Bonita J. Colwell
Notary Public - State of New York

BONITA J. COLWELL
NOTARY PUBLIC, State of New York
No. 01C06006998
Qualified in Columbia County
Commission Expires May 4, 2008